

File No. 19596.

Trustees of Carson Lodge No. 1, F&A.M.,
Mrs. Hannah Mackey, and D.J. Davis,

to

Clarence Kitchen.

Mining Lease.

MINING LEASE.

THIS AGREEMENT OF LEASE, made and entered in to this 24th day of July, 1933, by and between the Trustees of Carson Lodge No. 1, F&A.M., Carson City, Nevada, and Mrs. Hannah Mackey and D. J. Davis, the party of the first part and hereinafter designated lessors, and Clarence Kitchen, the party of the second part and hereinafter designated lessee.

WITNESSETH:

That the said lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and by the lessee to be paid, kept and performed, has leased, let and demised unto said lessee for the purpose of mining and for no other purpose, the following described mining property situate, in the County of Eureka, State of Nevada, to-wit:

All that certain mining claim known as the Colorado; with vertical planes drawn downward through exterior boundary lines and saving and excepting all extralateral or other rights, privileges and appurtenances appertaining or belonging to the adjoining and adjacent claims and properties.

TO HAVE AND TO HOLD unto the said lessee for the purpose of mining and for no other purpose whatever, for the term beginning on August 1, 1933, and ending on August 1, 1935, at noon, unless sooner forfeited or terminated as hereinafter provided.

IN CONSIDERATION WHEREOF, the lessee does hereby covenant and agree, to-wit:

1. To forthwith enter upon said premises and to work the same in proper, skillful and minerlike fashion and in manner necessary to good and economical mining so as to take out the greatest amount of ore possible, with due regard to the preservation and development of said premises as a workable mine and to the special covenants hereinafter reserved.
2. To work the said premises as much as possible, and to pay all miners and other laborers employed in and about said premises and mining operations the wages of the district customary at the time the work progresses.
3. Any caving in of stopes or obstruction of drifts, levels or any other workings necessary to the continuous operation of said premises or any part thereof resulting from the default or negligence of the lessee by reason of insufficient or improper timbering, shall work an immediate forfeiture of this lease, and that all workings at all points where proper or required shall at all times be well and sufficiently timbered in accordance with good mining.
4. The lessee will promptly pay for all labor, material and supplies employed or used by him in connection with said mining operations and, in case of his failure to make payment of any lienable claim for either labor or supplies within ten days after the same is legally due and demand therefor, the lease and all rights of the lessee thereunder shall at the option of the lessors and without notice, be subject to immediate forfeiture. The lessee shall keep posted at all times in a conspicuous place upon said premises a non-liability notice in writing to the effect that neither the lessors nor said premises will be held responsible for any labor performed or material furnished.
5. All ore extracted from said leased premises shall be shipped in the name of the lessors; and shall be sent to and treated at the mill, smelter, or reduction works designated by the lessees. The lessors are to receive fifteen percent (15%) royalty on net returns from each and every shipment of ores made, which amount shall be deducted from said returns by said mill, smelter or reduction works, designated by said lessor and placed to the credit of the lessors, and the balance of said net returns to be placed to the credit of the lessee. The lessee shall pay any and all loss and expense resulting from any shipment of ore which may prove not to be of a payable grade.

6. The lessors, or any authorized agent or representative of the lessors, shall at all times during the continuation hereof have access to said premises and each and every part thereof for the purpose of sampling and testing the values of any and all ores that may be disclosed or lying on the dumps and for the purpose of inspection and surveying. The lessee will not permit the removal from said premises of any ore except for the purpose of shipment, treatment or sale as hereinbefore provided.

7. The lessee will not sell, assign or transfer this lease or any interest, claim, or demand thereunder, or sub-let the said premises or any part thereof to any person whomsoever without the written consent of the lessors being thereunto first had and obtained; that they will not allow any person or persons not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatsoever. That, in the event the lessee shall make a strike of ore of any importance on said premises or shall encounter increased values in ores theretofore discovered, the same shall be reported to the lessor in writing within fifteen days or after such strike.

8. It is agreed that any and all improvements, buildings and machinery erected upon said premises or appurtenant thereto and used in connection with said lease operations shall, upon the expiration of this lease or any sooner termination thereof, remain upon the premises and belong to the lessors; that the lessee shall remove from said leased premises any and all ore dumps made by them in their operations hereunder not later than thirty days after the expiration of this lease, failing which, said ore dumps shall become and remain the property of the lessors.

It is further expressly stipulated and agreed that time and punctuality is of the essence of this agreement and that, in the event the lessee shall for any reason (except as hereinabove provided) fail, neglect or refuse to keep, comply with and perform each, every and all of the covenants hereof to be by them kept, complied with and performed, then and in that event it shall be optional with the lessors and without notice to immediately terminate this lease and thereupon any and all rights and interests of the lessee and any persons holding under them, shall immediately terminate and cease and the possession of all and singular the said premises shall be vested in the lessors and said lessors may and they are hereby authorized to re-enter said premises and eject the said lessee and any persons claiming under them therefrom and in any legal proceedings to enforce the terms of this agreement the prevailing party shall be entitled to recover all costs, expenses or liabilities incurred in connection therewith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Clarence Kitchen (SEAL)
Trustees of Carson Lodge
No. 1st & A.M.:

By J.P. Fodrin Trustee (SEAL)

By J. M. Dority Trustee (SEAL)

By Geo. W. Evans Trustee (SEAL)

Mrs. Hannah Mackey Trustee (SEAL)

D.J. Davis (SEAL)

Subscribed and Sworn to before me this 8th Day of August 1933.

Ed Delaney
County Clerk.

(Co. Clerk's Seal)

STATE OF NEVADA,)
) ss.
 County of Ormsby.)

On this 24th day of July A.D. one thousand nine hundred and Thirty-Three personally appeared before me, L.H.PETERS a Notary Public in and for the said County of Ormsby J.P.Fodrin, J.M.Dority and Geo. W. Evans known to me to be the persons described in and who, executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Ormsby, the day and year in this certificate first above written,

(Notarial Seal)
 MY COMMISSION EXPIRES DEC. 20th, 1934.

L.H. Peters
 Notary Public in and for the County of Ormsby,
 State of Nevada.

STATE OF WASHINGTON,))
) ss.
 COUNTY OF KING)

I, Tom Dobson, Jr. Notary Public in and for the State of Washington, residing at Renton do hereby certify that on this 5th day of September, 1933, personally appeared before me D.J.Davis to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of September, 1933.

(Notarial Seal)

Tom Dobson, Jr.
 Notary Public in and for the State of Washington,
 residing at Renton.

Recorded at the Request of J.P.Fodrin Sept. 21, A.D. 1933 At 45 minutes past 3 P.M.

Peter Merialdo---Recorder.